



FILE NO. 05-2265  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

MORTGAGE

**MORTGAGOR IS ENTITLED AT HIS OR HER COST TO A TRANSLATION OF THE MORTGAGE INSTRUMENT IN EITHER CHAMORRO OR CAROLINIAN. UPON REQUEST OF EITHER PARTY TO THE MORTGAGE TRANSACTION, A TRANSLATION SHALL BE PROVIDED IN EITHER CHAMORRO OR CAROLINIAN; HOWEVER, THE ENGLISH DOCUMENT SHALL BE THE SOLE OPERATIVE VERSION. AN ERROR OR ERRORS IN THE TRANSLATED VERSION SHALL NOT AFFECT THE LEGAL RELATIONSHIP BETWEEN THE PARTIES UNLESS IT IS PROVED THAT THE ERROR WAS WILLFULLY OR RECKLESSLY CAUSED BY THE PARTY TO THE CHARGED.**

This **MORTGAGE** is made this 22 day of July, 2005 by Liza Marie Quitugua Noisom, Sisi Noisom Alvarez, formerly known as Sisi Marie Quitugua Noisom and David Eric Quitugua Noisom herein after known as "Mortgagor", in favor of the United States of America, hereinafter known as "Mortgagee".

WITNESSETH:

This **MORTGAGE** secures a pledge by the Mortgagor of Mortgagor's fee simple interest in real property located in Saipan, Commonwealth of the Northern Mariana Islands to the extent necessary to extinguish an obligation of Mortgagor's uncle, John Quitugua ("Quitugua") in that certain case known as *United States of America v. John Quitugua*, United States District Court Criminal Case No. 05-00023, hereinafter referred to as "Criminal Case". This Mortgage secures an obligation in the amount of **FIFTY THOUSAND DOLLARS** (\$50,000.00) property bond in favor of the United States of America for 1) release from custody and to secure Quitugua's appearance in accordance with all orders and directions of the Court relating to the Criminal Case and his release on bail

The Mortgagor, in consideration of the premises and the aforesaid promises of

Quitugua to appear and for the purposes thereinafter set forth has irrevocably mortgaged, granted, encumbered, conveyed and confirmed, and do by these presents irrevocably mortgage, grant, encumber, and convey unto the Mortgagee, its successors and assigns, the following described property situated in Saipan, Northern Mariana Islands, and more particularly described as follows:

Lot No. 005 I 559 containing an area of 1,413 square meters, more or less, as more particularly described on Division of Lands and Surveys Official Cadastral Plat Number 005 I 11 dated December 1, 1983.

Including all improvements, appurtenances and easements used in connection therewith, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant) used in connection therewith.

**FOR THE PURPOSE OF SECURING:**

The release and appearance of Quitugua in the Criminal Case.

**MORTGAGOR AGREES AS FOLLOWS:**

1. To properly care for and keep said property and the buildings and improvements situated thereon in good condition and repair; and otherwise to protect and preserve the same; not to remove or demolish any building or improvement situated therein; to complete or restore promptly and in good workmanlike manner, any building or improvement which may be constructed, damaged or destroyed thereon, and pay in full all costs incurred therefore, not to commit or permit waste of property; to comply with all laws, covenants, conditions or restrictions affecting the property.
2. If Mortgagor or Mortgagor's successor in interest sells, conveys, alienates, assigns or transfers the Property, or any part thereof, or any interest therein, in any manner whether voluntary or involuntary, or upon default of the performance of any agreement hereunder, then Mortgagee shall have the right, as its option, to exercise any and/or all rights available to Mortgagee hereunder and/or as given to Mortgagee by law. In the event of a foreclosure suit and foreclosure sale, the proceeds of sale shall be applied first to reasonable attorney's fees and then to the amount of the Bond secured hereby. If the proceeds of such sale are not sufficient to pay the amounts due secured hereby together with the costs of such sale, the Mortgagor agrees hereby to pay the deficient amount upon demand and any court may give a decree against the Mortgagor for any such balance due.
3. Upon the performance of all obligations, hereunder, and the conclusion of the Criminal Case, Mortgagee shall release the interest vested in it hereby and issue a certificate of discharge, release or security agreement or a document of like effect.

4. This Mortgage cannot be changed orally and shall inure to and bind the heirs, devisees, legal representatives, successors, and assigns of the parties hereto. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

**IN WITNESS WHEREOF**, the Mortgagor has hereunto executed this Mortgage the day and year first above written.

  
\_\_\_\_\_  
Liza Marie Quitugua Noisom

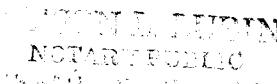
  
\_\_\_\_\_  
Sisi Noisom Alvarez

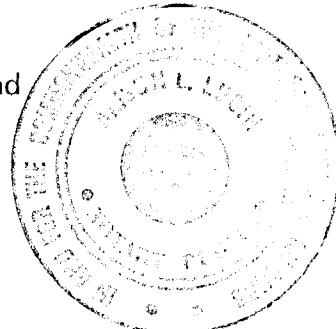
  
\_\_\_\_\_  
David Eric Quitugua Noisom

#### ACKNOWLEDGMENT

On this 22 day of July, 2005 before me personally appeared Liza Marie Quitugua Noisom known to me or proven to me to be the person whose name is subscribed to the foregoing Mortgage of Lot No. 0051 559, and acknowledged that she executed the same as her own free act and deed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.

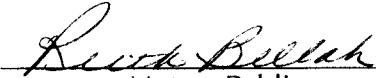
  
\_\_\_\_\_  
RUTH BELLAH  
NOTARY PUBLIC  
State of California  
My Comm. Expires Jan 21, 2006  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
87 May 16, 2007



#### ACKNOWLEDGMENT

On this 22 day of July, 2005 before me personally appeared David Eric Quitugua Noisom known to me or proven to me to be the person whose name is subscribed to the foregoing Mortgage of Lot No. 0051 559 and acknowledged that he executed the same as his own free act and deed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
RUTH BELLAH  
Notary Public



**ACKNOWLEDGMENT**

On this 22 day of July, 2005 before me personally appeared. Sisi Noisom Alvarez known to me or proven to me to be the person whose name is subscribed to the foregoing Mortgage of Lot No. 005 I 559, and acknowledged that she executed the same as her own free act and deed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ruth Bellah  
Notary Public



FILE NUMBER 05-2102

05 JUL 21 2005

(Space above is for recording purpose only)

BOOK 13 / 59  
- 00017

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

MORTGAGE

**MORTGAGOR IS ENTITLED AT HIS OR HER COST TO A TRANSLATION OF THE MORTGAGE INSTRUMENT IN EITHER CHAMORRO OR CAROLINIAN. UPON REQUEST OF EITHER PARTY TO THE MORTGAGE TRANSACTION, A TRANSLATION SHALL BE PROVIDED IN EITHER CHAMORRO OR CAROLINIAN; HOWEVER, THE ENGLISH DOCUMENT SHALL BE THE SOLE OPERATIVE VERSION. AN ERROR OR ERRORS IN THE TRANSLATED VERSION SHALL NOT AFFECT THE LEGAL RELATIONSHIP BETWEEN THE PARTIES UNLESS IT IS PROVED THAT THE ERROR WAS WILLFULLY OR RECKLESSLY CAUSED BY THE PARTY TO THE CHARGED.**

This **MORTGAGE** is made this 21<sup>st</sup> day of July, 2005 by Luise Ilisari Quitugua Noisom herein after known as "Mortgagor", who resides on Saipan, MP 96950, in favor of the United States of America, hereinafter known as "Mortgagee".

**WITNESSETH:**

This **MORTGAGE** secures a pledge by the Mortgagor of Mortgagor's fee simple interest in real property located in Saipan, Commonwealth of the Northern Mariana Islands to the extent necessary to extinguish an obligation of Mortgagor's brother, John Quitugua ("Quitugua") in that certain case known as *United States of America v. John Quitugua*, United States District Court Criminal Case No. 05-00023, hereinafter referred to as "Criminal Case", in the amount of **FIFTY THOUSAND DOLLARS** (\$50,000.00) property bond in favor of the United States of America for 1) release from custody and to secure Quitugua's appearance in accordance with all orders and directions of the Court relating to the Criminal Case and his release on bail

The Mortgagor, in consideration of the premises and the aforesaid promises of Quitugua to appear and for the purposes thereafter set forth has irrevocably mortgaged,

granted, encumbered, conveyed and confirmed, and do by these presents irrevocably mortgage, grant, encumber, and convey unto the Mortgagee, its successors and assigns, the following described property situated in Saipan, Northern Mariana Islands, and more particularly described as follows:

Lot No. 005 I 559 containing an area of 1,413 square meters, more or less, as more particularly described on Division of Lands and Surveys Official Cadastral Plat Number 005 I 11 dated December 1, 1983.

Including all improvements, appurtenances and easements used in connection therewith, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant) used in connection therewith.

**FOR THE PURPOSE OF SECURING:**

The release and appearance of Quitugua in the Criminal Case.

**MORTGAGOR AGREES AS FOLLOWS:**

1. To properly care for and keep said property and the buildings and improvements situated thereon in good condition and repair; and otherwise to protect and preserve the same; not to remove or demolish any building or improvement situated therein; to complete or restore promptly and in good workmanlike manner, any building or improvement which may be constructed, damaged or destroyed thereon, and pay in full all costs incurred therefore, not to commit or permit waste of property; to comply with all laws, covenants, conditions or restrictions affecting the property.
2. If Mortgagor or Mortgagor's successor in interest sells, conveys, alienates, assigns or transfers the Property, or any part thereof, or any interest therein, in any manner whether voluntary or involuntary, or upon default of the performance of any agreement hereunder, then Mortgagee shall have the right, as its option, to exercise any and/or all rights available to Mortgagee hereunder and/or as given to Mortgagee by law. In the event of a foreclosure suit and foreclosure sale, the proceeds of sale shall be applied first to reasonable attorney's fees and then to the amount of the Bond secured hereby. If the proceeds of such sale are not sufficient to pay the amounts due secured hereby together with the costs of such sale, the Mortgagor agrees hereby to pay the deficient amount upon demand and any court may give a decree against the Mortgagor for any such balance due.
3. Upon the performance of all obligations, hereunder, and the conclusion of the Criminal Case, Mortgagee shall release the interest vested in it hereby and issue a certificate of discharge, release or security agreement or a document of like effect.
4. This Mortgage cannot be changed orally and shall inure to and bind the heirs,

devises, legal representatives, successors, and assigns of the parties hereto. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

**IN WITNESS WHEREOF**, the Mortgagor has hereunto executed this Mortgage the day and year first above written.

Luise Q. Noisom  
Luise Q. Noisom

**SPOUSAL CONSENT**

I, Derry Noisom, the spouse of Luise Q. Noisom, hereby consent to this Mortgage of Lot 005 I 559 to secure the pretrial release of John Quitugua.

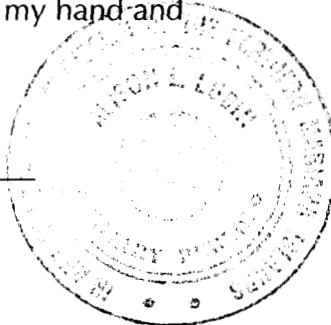
Derry Noisom  
Derry Noisom

**ACKNOWLEDGMENT**

On this 21<sup>st</sup> day of July, 2005 before me personally appeared Luise Q. Noisom known to me or proven to me to be the person whose name is subscribed to the foregoing Mortgage, and acknowledged that she executed the same as her own free act and deed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year first above written.

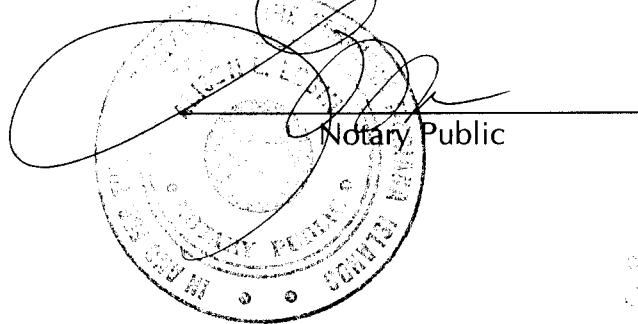
Derry Noisom  
Notary Public  
Commonwealth of the Northern Mariana Islands  
Notary Public  
May 11, 2005



**ACKNOWLEDGMENT**

On this 21st day of July, 2005 before me personally appeared Derry Noisom known to me or proven to me to be the person whose name is subscribed to the foregoing Spousal Consent, and acknowledged that he executed the same as his own free act and deed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and  
affixed my official seal the day and year first above written.



ALISON L. LUPIN  
NOTARY PUBLIC  
overseas to the Northern Mariana Islands  
Notarization expires: May 17, 2007